

2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSENT OF LIENHOLDER

THE STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS,

- i. **Diego D. Winroth and Nora Orolonez** own the following described real property:
Lot 8, Block 1 of LOST SPURS ADDITION, (the "**Subject Lands**"), an Addition to the City of FORT WORTH, TARRANT County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 5742, Plat Records, Tarrant County, Texas.
- ii. By virtue of that certain Deed of Trust dated November 20, 2002, from Diego D. Winroth, A Married Man & Nora Orolonez, signing pro forma ("**Borrower**") to , John M. Tippetts ("**Trustee**") for American Airlines Federal Credit Union, recorded as Tarrant County Clerk's Instrument No. D202342461, Official Public Records, Tarrant County, Texas. This Deed of Trust covers Lot 8, Block 1 only and secures payment of a promissory note in the original principal amount of \$88,750.00 (the "**Lien**"), which matures on December 1, 2017. The record owner of this Deed of Trust is American Airlines Federal Credit Union ("**Lender**").
- iii. Borrower has granted to Hillwood Energy, L.P., that certain Oil and Gas Lease dated November 3, 2008 (the "**Lease**") covering the Property, which Lease is recorded in Document No. D208167623 of the records of Tarrant County, Texas; and that certain Assignment of Oil and Gas Leases from Hillwood Energy, L.P. to Hillwood Alliance Operating Company, L.P., dated July 24, 2008 but effective April 1, 2008, recorded in Document No. D208291678 and that certain Assignment and Bill of Sale from Hillwood Alliance Operating Company, L.P. etal to Quicksilver Resources Inc. ("**Lessee**") dated August 8, 2008 but effective April 1, 2008, recorded in Document No. D208313580, Official Records of Tarrant County, Texas.
- iv. Borrower has requested Lender to consent to the Lease to the extent set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lender hereby consents to Borrower entering into the Lease and agrees that the execution thereof does not constitute a default under the Lien. Lender's consent does not constitute its agreement to consent to any future leases covering the Property and does not constitute a waiver of any rights Lender may have pursuant to the Lien to have any lease bonus, rentals, royalties or other lease income applied to Borrower's indebtedness pursuant to applicable terms contained in the Deed of Trust.

2. In the event that the Lien is foreclosed for any reason and the Property is sold at a foreclosure sale, Lender covenants and agrees that its security interest in the Property shall be subject to the Lease to the extent (and only to the extent) that the purchaser of the Property at the foreclosure sale shall take title to the Property subject to the Lease, which shall remain in full force and effect.
3. Lessee agrees that the foregoing consent shall be subject to and contingent upon the following:
 - a. At the time of any such foreclosure, Lessee must not be in default of any material term or provision of the Lease.
 - b. Lessee agrees to remit to the purchaser of the Property all sums which have accrued and remain unpaid to Lessor under the Lease at the time of such foreclosure and to thereafter recognize such purchaser as the Lessor under the Lease for all purposes.
 - c. Lessee agrees that neither the Lender nor any third-party purchaser shall be liable for any act or omission of Lessor nor shall be subject to any offsets or defenses which Lessee may have against Lessor under the Lease.
4. Except to the extent set forth above, the Lien shall remain primary and superior to the Lease in all other respects and nothing contained herein shall prevent or delay the ability of Lender to institute foreclosure proceedings with respect to the Property pursuant to the terms of the Lien as set forth in the Deed of Trust.
5. The covenants herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

EXECUTED this 11th day of August, 2010.

Lender:

American Airlines Federal Credit Union

By:

Raymond Wade
VP of Mortgages

STATE OF TEXAS

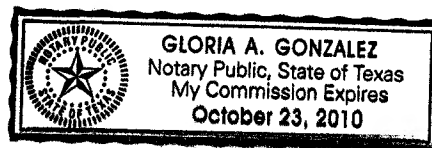
COUNTY OF Tarrant

This instrument was acknowledged before me on this the 11th day of August, 2010, by Raymond Wade VP of Mortgages of American Airlines Federal Credit Union on behalf of said association.

Gloria A. Gonzalez
NOTARY PUBLIC, STATE OF TEXAS

After recording return to:

Kirk D. Simmons, Inc.
3601 NE Loop 820
Suite 108
Fort Worth, TX 76137
Attn: Kelly Shoulders



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

KELLY SHOULDER
KIRK D SIMMONS INC
3601 NE LOOP 820 108
FTW, TX 76137

Submitter: JK SHOULDERS INC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 8/24/2010 3:39 PM

Instrument #: D210206466

LSE

3

PGS

\$20.00

By: _____

A handwritten signature in cursive script, appearing to read "Suzanne Henderson", is written over a horizontal line.

D210206466

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DBWARD